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ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 28, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Supplement No. 19 to Assignment and Security Agreement (Chattel Mortgage), dated as of December 28, 1995, a secondary document as defined in the Commission's Rules for Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed with the Commission under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the 335 railcars being ADDED to the Security Agreement is set forth on Schedule I attached to the Supplement No. 19.

Per

Counterpart -

18827-V
DEC 28 1995 11 AM

Mr. Vernon A. Williams
December 28, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

18827-V
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**SUPPLEMENT NO. 19
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 19 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of March 15, 1995 (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule I hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the

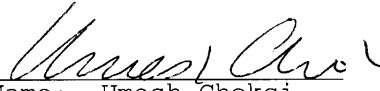
Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

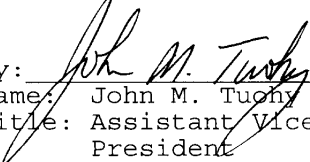
3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed an addition to, and the properties described in paragraphs 2(a) and 2(b) hereof shall be become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have
executed and delivered this Supplement in one or more
counterparts as of this 28 day of December, 1995.

ACF INDUSTRIES, INCORPORATED

By: 
Name: Umesh Choksi
Title: Treasurer

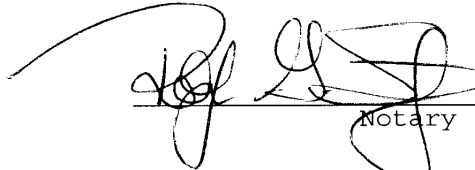
FLEET BANK

By: 
Name: John M. Tucky
Title: Assistant Vice
President

[Signature Page to Supplement No. 19 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1995, before me,
personally appeared Umesh Choksi, to me known, who being by
me duly sworn, says that he resides at St. Louis, Missouri
and is Treasurer of ACF INDUSTRIES, INCORPORATED; that said
instrument was signed on behalf of said corporation on the
date hereof by authority of its Board of Directors; and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

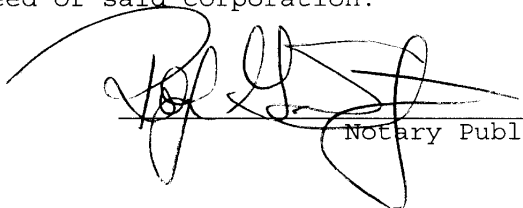


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1995, before me,
personally appeared John M. Tuohy, to me known, who being by
me duly sworn, says that he resides at New York, New York
and is Assistant Vice President of FLEET BANK; that said
instrument was signed on behalf of said corporation on the
date hereof by authority of its Board of Directors; and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
AG PROCESSING INC	56650023	ACFX	95958	10
	56650023	ACFX	95960	
	56650023	ACFX	95961	
	56650023	ACFX	95963	
	56650023	ACFX	95971	
	56650023	ACFX	95974	
	56650023	ACFX	95975	
	56650023	ACFX	95979	
	56650023	ACFX	95980	
AG PROCESSING INC FINA OIL AND CHEMICAL COMPA	56650023	ACFX	95981	
	58570010	ACFX	38264	20
	58570010	ACFX	38265	
	58570010	ACFX	38266	
	58570010	ACFX	38267	
	58570010	ACFX	38268	
	58570010	ACFX	38269	
	58570010	ACFX	38270	
	58570010	ACFX	38271	
	58570010	ACFX	38272	
	58570010	ACFX	38273	
	58570010	ACFX	38274	
	58570010	ACFX	38275	
	58570010	ACFX	38276	
	58570010	ACFX	38277	
	58570010	ACFX	38278	
	58570010	ACFX	38279	
	58570011	ACFX	38280	
	58570011	ACFX	38281	
	58570011	ACFX	38282	
	58570011	ACFX	38283	
FINA OIL AND CHEMICAL COMPA E.C.C.I.	3665	ACFX	71041	20
	3665	ACFX	71042	
	3665	ACFX	71043	
	3665	ACFX	71044	
	3665	ACFX	71045	
	3665	ACFX	71047	
	3665	ACFX	71048	
	3665	ACFX	71049	
	3665	ACFX	71050	
	56190006	ACFX	75355	
	56190006	ACFX	75356	
	56190006	ACFX	75357	
	56190006	ACFX	75358	
	56190006	ACFX	75359	
	56190006	ACFX	75361	
	56190006	ACFX	75363	
	56190006	ACFX	75365	
	56190006	ACFX	75366	
	56190006	ACFX	75368	
	56190006	ACFX	75369	
	56190006	ACFX	75372	

SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
E.C.C.I. NESTE RESINS CORP	56190006	ACFX	75373	34
	56190006	ACFX	75374	
	56190006	ACFX	75375	
	56190006	ACFX	75377	
	56190006	ACFX	75378	
	56190006	ACFX	75379	
	56190010	ACFX	59927	
	56190011	ACFX	75360	
	56190011	ACFX	75367	
	56190011	ACFX	75370	
	56190011	ACFX	75371	
	56190011	ACFX	75376	
	56190030	ACFX	47342	
	6376	ACFX	200220	
	6376	ACFX	200221	
	6376	ACFX	200222	
	6376	ACFX	200224	
NESTE RESINS CORP GEON COMPANY, THE	6376	ACFX	200225	11
	6376	ACFX	200226	
	6376	ACFX	200227	
	6376	ACFX	200228	
	6376	ACFX	200229	
	6376	ACFX	200230	
	6376	ACFX	200231	
	35250001	ACFX	52481	
	35250001	ACFX	58020	
	35250001	ACFX	58021	
	35250001	ACFX	58023	
	35250001	ACFX	58068	
	35250001	ACFX	58069	
	35250001	ACFX	58070	
	35250001	ACFX	58071	
	35250001	ACFX	58073	
	35250001	ACFX	58074	
	35250001	ACFX	58075	
	35250001	ACFX	58076	
	35250001	ACFX	58077	
	35250001	ACFX	58079	
	35250001	ACFX	58080	
	35250001	ACFX	58090	
	35250001	ACFX	58091	
	35250001	ACFX	58092	
	35250001	ACFX	58093	
	35250001	ACFX	58094	
	35250001	ACFX	58096	
	35250001	ACFX	58097	
	35250001	ACFX	58099	
	35250001	ACFX	58100	
	35250001	ACFX	58102	
	35250001	ACFX	58103	
	35250001	ACFX	58106	

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
GEON COMPANY, THE AMOCO CANADA PETROLEUM CO	35250001	ACFX	58108	55
	35250001	ACFX	58109	
	35250001	ACFX	58110	
	35250001	ACFX	58112	
	35250001	ACFX	58114	
	35250001	ACFX	58123	
	35250011	ACFX	58398	
	35250011	ACFX	58400	
	35250011	ACFX	58401	
	35250011	ACFX	58402	
	35250011	ACFX	58403	
	35250011	ACFX	58405	
	35250011	ACFX	58406	
	35250011	ACFX	58408	
	35250011	ACFX	58410	
	35250011	ACFX	58411	
	35250011	ACFX	59146	
	35250011	ACFX	59150	
	35250011	ACFX	59152	
	35250011	ACFX	59156	
	35250011	ACFX	59160	
	35250011	ACFX	59166	
	35250011	ACFX	59168	
	35250011	ACFX	59173	
	35250011	ACFX	59178	
	35250019	ACFX	96784	
	35250019	ACFX	97122	
	35250019	ACFX	97331	
	6360	ACFX	220001	
	6360	ACFX	220002	
	6360	ACFX	220003	
	6360	ACFX	220004	
	6360	ACFX	220005	
	6360	ACFX	220006	
	6360	ACFX	220008	
	6360	ACFX	220009	
	6360	ACFX	220010	
	6360	ACFX	220011	
	6360	ACFX	220012	
	6360	ACFX	220013	
	6360	ACFX	220014	
	6360	ACFX	220015	
	6360	ACFX	220016	
	6360	ACFX	220017	
	6360	ACFX	220018	
	6360	ACFX	220019	
	6360	ACFX	220020	
	6360	ACFX	220021	
	6360	ACFX	220022	
	6360	ACFX	220023	
	6360	ACFX	220024	
	6360	ACFX	220025	

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
	6360	ACFX	220026	
	6360	ACFX	220027	
	6360	ACFX	220028	
	6360	ACFX	220029	
	6360	ACFX	220031	
	6360	ACFX	220032	
	6360	ACFX	220033	
	6360	ACFX	220035	
	6360	ACFX	220040	
AMOCO CANADA PETROLEUM CO ROQUETTE AMERICA, INC				33
	6330	ACFX	200077	
	6330	ACFX	200081	
	6330	ACFX	200084	
	6330	ACFX	200089	
	6330	ACFX	200092	
	6330	ACFX	200093	
ROQUETTE AMERICA, INC HUNTSMAN CHEMICAL COMPANY				6
	4041	ACFX	36390	
	4041	ACFX	36398	
	4041	ACFX	36405	
	5248	ACFX	55311	
	5248	ACFX	57725	
	5248	ACFX	57735	
	5248	ACFX	57736	
	5248	ACFX	57748	
	5248	ACFX	57921	
	5248	ACFX	58025	
	5248	ACFX	58028	
	5248	ACFX	58030	
	5248	ACFX	58032	
	5248	ACFX	58034	
	5248	ACFX	58037	
	5248	ACFX	58040	
	5248	ACFX	58046	
	5248	ACFX	58048	
	5248	ACFX	58253	
	5248	ACFX	58256	
	5248	ACFX	58257	
	5248	ACFX	58267	
	5248	ACFX	58269	
	5248	ACFX	58294	
	5248	ACFX	58297	
	5248	ACFX	58312	
	6526	ACFX	55276	
	6526	ACFX	58038	
	6526	ACFX	58250	
HUNTSMAN CHEMICAL COMPANY MONTELL USA INC.				29
	48740002	ACFX	53472	
	48740002	ACFX	53474	
	48740002	ACFX	57774	
	48740002	ACFX	57851	
	48740002	ACFX	58017	
	48740002	ACFX	58288	

SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
	48740002	ACFX	58318	
	48740002	ACFX	58321	
	48740002	ACFX	58322	
	48740002	ACFX	58323	
	48740002	ACFX	58324	
	48740002	ACFX	58325	
	48740002	ACFX	58326	
	48740002	ACFX	58327	
	48740002	ACFX	58328	
	48740002	ACFX	58329	
	48740002	ACFX	58330	
	48740002	ACFX	58331	
	48740002	ACFX	58445	
MONTELL USA INC. GEORGIA-PACIFIC WEST, INC				19
	6386	ACFX	200233	
	6386	ACFX	200236	
	6386	ACFX	200237	
	6386	ACFX	200241	
	6386	ACFX	200242	
	6386	ACFX	200243	
	6386	ACFX	200246	
	6386	ACFX	200251	
GEORGIA-PACIFIC WEST, INC EASTMAN CHEMICAL COMPANY				8
	2275	ACFX	75381	
	2275	ACFX	75382	
	2275	ACFX	75383	
	2275	ACFX	75384	
	2275	ACFX	75385	
	2275	ACFX	75386	
	2275	ACFX	75387	
	2275	ACFX	75388	
	2275	ACFX	75389	
	2275	ACFX	75390	
	2275	ACFX	75391	
EASTMAN CHEMICAL COMPANY ARISTECH CHEMICAL CORP				11
	27530125	ACFX	95986	
	27530125	ACFX	95987	
	27530125	ACFX	95988	
	27530125	ACFX	95991	
	27530125	ACFX	95992	
	27530125	ACFX	200156	
	27530125	ACFX	200157	
ARISTECH CHEMICAL CORP BARRETT'S MINERALS INC.				7
	3956	ACFX	77866	
	3956	ACFX	78275	
	3956	ACFX	78277	
	3956	ACFX	78278	
	3956	ACFX	78279	
	3956	ACFX	78280	
	3956	ACFX	78282	
	3956	ACFX	78284	
	3956	ACFX	78332	
	3956	ACFX	78333	

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
BARRETTS MINERALS INC.				10
LYONDELL PETROCHEMICAL CO	53470030	ACFX	69860	
	53470030	ACFX	69861	
	53470030	ACFX	69862	
	53470030	ACFX	69863	
	53470030	ACFX	69864	
	53470030	ACFX	69866	
	53470030	ACFX	69867	
	53470030	ACFX	69868	
	53470030	ACFX	69869	
	53470030	ACFX	69870	
	53470030	ACFX	69871	
	53470030	ACFX	69872	
	53470030	ACFX	69873	
	53470030	ACFX	69874	
	53470030	ACFX	69875	
	53470030	ACFX	69876	
	53470030	ACFX	69877	
	53470030	ACFX	69878	
	53470030	ACFX	69879	
	53470030	ACFX	69880	
	53470030	ACFX	69881	
	53470030	ACFX	69882	
	53470030	ACFX	69883	
	53470030	ACFX	69884	
	53470030	ACFX	69885	
	53470030	ACFX	69886	
	53470030	ACFX	69888	
	53470030	ACFX	69889	
	53470030	ACFX	69890	
	53470030	ACFX	69891	
	53470030	ACFX	69893	
	53470030	ACFX	69894	
	53470030	ACFX	69895	
	53470030	ACFX	69896	
	53470030	ACFX	69897	
	53470030	ACFX	69898	
	53470030	ACFX	69899	
	53470030	ACFX	69900	
	53470030	ACFX	69901	
	53470030	ACFX	69903	
	53470030	ACFX	69904	
	53470030	ACFX	69905	
	53470030	ACFX	69909	
	53470030	ACFX	69910	
	53470030	ACFX	69912	
	53470030	ACFX	69914	
	53470030	ACFX	69915	
	53470030	ACFX	69922	
	53470030	ACFX	69923	
	53470030	ACFX	69926	
	53470030	ACFX	69927	
	53470030	ACFX	69928	

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
	53470030	ACFX	69930	
	53470030	ACFX	69931	
	53470030	ACFX	69934	
	53470030	ACFX	69939	
	53470030	ACFX	69941	
LYONDELL PETROCHEMICAL CO				57
WEAVER POPCORN	5915	ACFX	45803	
	5915	ACFX	45804	
	5915	ACFX	45805	
	5915	ACFX	45806	
	5915	ACFX	45807	
	5915	ACFX	45808	
	5915	ACFX	45809	
	5915	ACFX	45810	
	5915	ACFX	45811	
	5915	ACFX	45812	
WEAVER POPCORN				10
KINETIC RESOURCES (LPG)	3917	ACFX	16925	
	3917	ACFX	17328	
	3917	ACFX	17329	
	3917	ACFX	17330	
	3917	ACFX	17331	
	3917	ACFX	17332	
	3917	ACFX	18754	
	3917	ACFX	18791	
	3917	ACFX	18793	
	3917	ACFX	18794	
	3917	ACFX	18795	
	3917	ACFX	18796	
	3917	ACFX	18797	
	3917	ACFX	18798	
	3917	ACFX	18799	
KINETIC RESOURCES (LPG)				15
TOTAL				335